



# LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203

TELEPHONE (502) 587-5235

LAW DEPARTMENT

June 15, 1979

JUL 24 1979  
Date  
Fee \$ 10.00

DAVID M. YEARWOOD  
GENERAL ATTORNEY

Mr. H. G. Homme, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. 6408-50 Filed 1425  
Washington, D. C.

Dear Mr. Secretary:

JUL 24 1979 9 15 AM  
INTERSTATE COMMERCE COMMISSION

There is transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 duly executed counterparts of an Agreement of Partial Release dated as of May 15, 1979 between The First National Bank of Birmingham, whose address is P. O. Box 11007, Birmingham, Alabama 35288, and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203.

By this Agreement of Partial Release, The First National Bank of Birmingham released and transferred to Louisville and Nashville Railroad Company forty-seven (47) 50-ton box cars bearing the Railroad's road numbers 109402, 109404, 109412, 109413, 109416, 109417, 109420, 109422, 109423, 109424, 109428, 109429, 109430, 109431, 109433, 109434, 109436, 109438, 109445, 109447, 109448, 109449, 109450, 109453, 109462, 109463, 109464, 109467, 109468, 109469, 109471, 109472, 109473, 109474, 109475, 109477, 109481, 109484, 109487, 109489, 109492, 109493, 109494, 109496, 109497, 109498 and 109499, respectively, that are subject to the Conditional Sale Agreement dated as of June 15, 1971 among F. J. Douai and K. W. Wiser, L&N Investment Corporation and Louisville and Nashville Railroad Company, which was filed and recorded with the Interstate Commerce Commission on November 24, 1971 and assigned Recordation No. 6408.

Attached hereto is a draft in the amount of \$10 payable to the Treasurer of the United States to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

RECEIVED  
JUL 24 1979  
FEE DEPARTMENT

*Handwritten:*  
H. G. Homme  
6408-D  
C. A. [Signature]

After recordation, please return the recorded counterparts  
of said Agreement of Partial Release to:

Mr. Allen H. Harrison, Jr.  
Wilmer Cutler & Pickering  
1666 K Street, N. W.  
Washington, D. C. 20006

Respectfully submitted,

Louisville and Nashville Railroad Company

By David M. Yearwood  
David M. Yearwood  
General Attorney

Attachment

RECORDATION NO. 6408-10 Filed 1425

JUL 24 1979 - 9 13 AM

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT OF PARTIAL RELEASE, dated as of May 15, 1979, by and between THE FIRST NATIONAL BANK OF BIRMINGHAM, a national banking association organized and existing under the laws of the United States of America, as Agent under that Finance Agreement dated as of June 15, 1971, hereinafter called the "Bank", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of June 15, 1971, hereinafter called the "Conditional Sale Agreement", by and between F. J. Douai and K. W. Wiser, and L&N Investment Corporation, therein and hereinafter collectively called the "Vendors", and the Railroad, the Vendors agreed to construct or reconstruct, sell and deliver to the Railroad, on the terms and conditions set forth in the Conditional Sale Agreement, the cars described therein;

WHEREAS, by an Agreement and Assignment dated as of June 15, 1971, hereinafter called the "Assignment", the Vendors sold, assigned, transferred and set over unto the Bank, its successors and assigns, all their right, title and interest under the Conditional Sale Agreement;

WHEREAS, said Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on November 24, 1971 and assigned Recordation No. 6408;

WHEREAS, Section 6 of the Conditional Sale Agreement provides, among other things, for replacement or payment by the Railroad of the unpaid balance of the deferred purchase price of such cars that may have become worn out, lost, destroyed or irreparably damaged, or in lieu thereof, the Bank, if requested by Railroad so to do, may waive the requirements of such replacement or payment and, upon the further written request of Railroad, shall execute an agreement of release or other suitable instrument, relinquishing any interest the Bank may have in or to such cars; and

WHEREAS, forty-seven (47) 50-ton box cars subject to the Conditional Sale Agreement and bearing the Railroad's numbers 109402, 109404, 109412, 109413, 109416, 109417, 109420, 109422, 109423, 109424, 109428, 109429, 109430, 109431, 109433, 109434, 109436, 109438, 109445, 109447, 109448, 109449, 109450, 109453, 109462, 109463, 109464, 109467, 109468, 109469, 109471, 109472, 109473, 109474, 109475, 109477, 109481, 109484, 109487, 109489, 109492, 109493, 109494, 109496, 109497, 109498, and 109499, respectively, have become worn out or irreparably damaged and are hereinafter referred to as "worn out cars"; and

WHEREAS, the Bank has agreed to waive the requirements for replacement or payment for the worn out cars.

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) paid to it by Railroad, receipt of which is hereby acknowledged, the Bank does hereby release said worn out cars from the terms of the Conditional Sale Agreement and the Assignment and does hereby bargain, sell, assign, transfer and set over to Railroad, its successors and assigns, all

and singular the worn out cars hereinabove more particularly described, to have and to hold forever, absolutely, as its sole and exclusive property, free and clear of any limitation, restriction or trust.

Railroad, for itself, its successors and assigns, does hereby agree to continue to make payment of the deferred purchase price of the worn out cars and interest thereon, as provided in the Conditional Sale Agreement, with like effect as if such worn out cars remained subject to all the terms of the Conditional Sale Agreement and were not released therefrom, and does hereby release and discharge the Bank, its successors and assigns, from any and all liability arising or in any manner resulting from said Conditional Sale Agreement with respect to the worn out cars.

The Railroad will cause this Agreement of Release to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303.

This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Bank and the Railroad have caused this Agreement to be signed in their behalf, respectively, and their respective

corporate seals to be hereunto affixed, as of the day and year first  
hereinabove written.

THE FIRST NATIONAL BANK OF BIRMINGHAM, as Agent

By

John L. Koch  
National Accounts Representative

(Corporate Seal)

ATTEST:

Donald J. Juma

Senior Vice President

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By

W. C. Smedley

Assistant Vice President

(Corporate Seal)

ATTEST:

W. D. Hoff

Attesting Officer

STATE OF ALABAMA     )  
                              )   SS:  
COUNTY OF JEFFERSON )

On the 20th day of July, 1979, before me personally appeared John L. Koch, III, to me personally known, who, being by me duly sworn, says that he is National Accounts Representative of THE FIRST NATIONAL BANK OF BIRMINGHAM, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

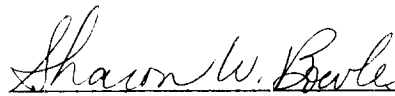
Notary Public, Alabama State at Large  
My commission expires 1/9/83  
~~Bonded by Home Indemnity Co. of N.Y.~~

My Commission expires

(Notarial Seal)

COMMONWEALTH OF KENTUCKY )  
                              )   SS:  
COUNTY OF JEFFERSON     )

On the 21st day of June, 1979, before me personally appeared W. R. Lindahl, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My Commission expires

July 26, 1982.

(Notarial Seal)